



## EXHIBIT H-23

### SELLER'S ACKNOWLEDGEMENT FORM

#### RELOCATION FORM A NOTICE TO SELLER – VOLUNTARY ACQUISITION NOTICE

Date \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

#### SUBJECT PROPERTY ADDRESS:

Address or Legal Description \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Dear Seller:

Please be advised that the buyer listed above is interested in acquiring your property. The buyer has received or is applying to receive assistance from the U.S. Department of Housing and Urban Development (HUD) under the HOME Program for this acquisition.

The purpose of this letter is to inform you of your rights under Federal law when Federal funds are involved in property acquisition. **This is a voluntary sale.** Activities funded by the HOME Program are covered by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, commonly called "the Uniform Act." The Uniform Act protects persons whose property is taken **involuntarily** or who are forced to move as a direct result of a Federally funded project. However, because this is a **voluntary sale** negotiated between you and the buyer, and there is no threat of eminent domain or condemnation to take your property, this sale is not regulated by the Uniform Act except for the following notifications which we must present to you:

1. The purchaser does not have the power of eminent domain to take your property if an agreement through negotiation cannot be reached.
2. The fair market value of the property has been estimated at \$\_\_\_\_\_.

At this time, we are prepared to offer \$\_\_\_\_\_ to purchase your property. You have the authority to accept or reject this offer just as you would in any private transaction. Depending on the results of an appraisal, our written offer may require amendment from this amount. Under the HOME program, we cannot purchase property for more than its current fair market appraised value. The seller has a right to a copy of the appraisal and also has the right under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) to withdraw from the transaction if the appraisal differs (higher or lower) from the fair market value estimate.

If your property is in default, but foreclosure proceedings have not yet been initiated/completed, and our offer is for less than the current balance of your mortgage loan(s), we suggest that you seek legal counsel or guidance. We cannot provide you with the legal guidance regarding any tax, credit, or deficiency judgment consequences to you related to the sale.

In accordance with the URA, a tenant-occupant who moves as a result of a voluntary acquisition for a federally-assisted project may be eligible for relocation and rental assistance. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law.

**If your property is currently tenant-occupied or a tenant lawfully occupied your property on or after February 17, 2009, we need to know immediately.** In most cases under the Protecting Tenants at Foreclosure Act of 2009, tenants have the right to continue as a tenant for the remainder of the lease or at least 90-days from the date given notice to vacate (whichever is longer). If the property was foreclosed after February 17, 2009, the purchaser must obtain adequate documentation of tenant protection compliance. Please complete the attached **HOME Program Occupancy Certification** form regarding tenant protection and occupancy.

If your property is currently tenant-occupied or a tenant lawfully occupied your property within the past 90 days prior to our offer, our offer is subject to an evaluation of the complexity and cost of relocating the occupant(s) as well as timeliness considerations of the transaction. The seller would be required to submit a copy of the lease or rental agreement if the property was tenant occupied. Further, you should not order current occupant(s) to move, or fail to renew a lease, in order to sell the property as vacant.

If you have any questions about this notice or the proposed project, please contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Buyer or Buyer's Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## Owner Receipt of Information

I, \_\_\_\_\_, the owner of the property located at:

\_\_\_\_\_

Certify that I have received and understood the above information.

I further certify that this notice was received (*check one*):

☐ Prior to executing a purchase agreement.

☐ After the purchase agreement was executed; however, I **do not** wish to terminate this voluntary sale.

\_\_\_\_\_  
Legal Name of Owner

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title